

EXHIBIT E

SIEMENSEquipment Support Invoices Pg 2 of 12 **INVOICE**

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

INVOICE NUMBER	95864706
INVOICE DATE	07/19/2013
CUSTOMER NO.	10182
OUR REFERENCE NO.	0035102960
DISTRICT	12

INVOICE ENCLOSED

BILL TO:
ST FRANCIS HOSPITAL
ATTN ACCTS PAYABLE
241 NORTH RD
POUGHKEEPSIE NY 12601

SOLD TO:
ST FRANCIS HOSPITAL
241 NORTH RD
POUGHKEEPSIE NY 12601

AGREEMENT NUMBER

35102960

PAGE 1 of 1

TERMS OF PAYMENT		TAX STATE
Net 30 Days- Service		NY
ITEM	DESCRIPTION/PURCHASE ORDER	TOTAL PRICE
0010	Functional Location: 400-196044 AXIOM Artis dTC ST FRANCIS HOSPITAL, 241 NORTH RD, POUGHKEEPSIE, NY 12601 Performance Top Gold Contract - AXA. Purchase Order No: 1262423 Contract Billing for Period 07/19/2013 through 08/18/2013 Serial number: 46231 SUBTOTAL TAX INVOICE TOTAL INVOICE BALANCE	7,691.58 7,691.58 7,691.58 7,691.58
The customer is hereby informed that section 1128B(b) of the Social Security Act requires that discounts and other reductions in price or existence of discount programs be properly disclosed and reflected in the costs claimed or charges made by a provider under Medicare or a State Health Program. PLEASE DIRECT ANY INQUIRIES REGARDING THIS BILLING TO: 1-800-888-SIEM (or 7436) ATTN: Customer Administration. binortheast.healthcare@siemens.com		

PLEASE REMIT TO:

Siemens Medical Solutions USA, Inc., PO Box 120001 - Dept. 0733, DALLAS, TX 75312-0733

PAST DUE INVOICES ARE SUBJECT TO A SERVICE CHARGE OF 1 1/2% PER MONTH, NOT TO EXCEED THE MAXIMUM RATE ALLOWED BY LAW. ALL SERVICE CONTRACTS ARE SUBJECT TO SIEMENS MEDICAL SOLUTIONS USA, INC. TERMS AND CONDITIONS AS SET FORTH ON THE FRONT AND BACK OF THE SERVICE CONTRACT.

SIEMENSEquipment Support Invoices Pg 3 of 12 **INVOICE**

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

INVOICE NUMBER	95877081
INVOICE DATE	08/19/2013
CUSTOMER NO.	10182
OUR REFERENCE NO.	0035102960
DISTRICT	12

INVOICE ENCLOSED

BILL TO:
ST FRANCIS HOSPITAL
ATTN ACCTS PAYABLE
241 NORTH RD
POUGHKEEPSIE NY 12601

SOLD TO:
ST FRANCIS HOSPITAL
241 NORTH RD
POUGHKEEPSIE NY 12601

AGREEMENT NUMBER

35102960

PAGE 1 of 1

TERMS OF PAYMENT Net 30 Days- Service	TAX STATE NY
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ITEM	DESCRIPTION/PURCHASE ORDER	TOTAL PRICE
0010	<p>Functional Location: 400-196044 AXIOM Artis dTC ST FRANCIS HOSPITAL, 241 NORTH RD, POUGHKEEPSIE, NY 12601 Performance Top Gold Contract - AXA. Purchase Order No: 1262423 Contract Billing for Period 08/19/2013 through 09/18/2013</p> <p>Serial number: 46231</p> <p>SUBTOTAL</p> <p>TAX</p> <p>INVOICE TOTAL</p> <p>INVOICE BALANCE</p>	<p>7,691.58</p> <p>7,691.58</p> <p>7,691.58</p> <p>7,691.58</p>
<p>The customer is hereby informed that section 1128B(b) of the Social Security Act requires that discounts and other reductions in price or existence of discount programs be properly disclosed and reflected in the costs claimed or charges made by a provider under Medicare or a State Health Program.</p> <p>PLEASE DIRECT ANY INQUIRIES REGARDING THIS BILLING TO: 1-800-888-SIEM (or 7436) ATTN: Customer Administration. binortheast.healthcare@siemens.com</p>		

PLEASE REMIT TO:

Siemens Medical Solutions USA, Inc., PO Box 120001 - Dept. 0733, DALLAS, TX 75312-0733

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INVOICE

INVOICE NUMBER	95889747
INVOICE DATE	09/19/2013
CUSTOMER NO.	10182
OUR REFERENCE NO.	0035102960
DISTRICT	12

BILL TO:
ST FRANCIS HOSPITAL
ATTN ACCTS PAYABLE
241 NORTH RD
POUGHKEEPSIE NY 12601

SOLD TO:
ST FRANCIS HOSPITAL
241 NORTH RD
POUGHKEEPSIE NY 12601

35102960

TERMS OF PAYMENT
Net 30 Days- Service

TAX STATE
NY**PLEASE REMIT TO:**

PAST DUE INVOICES ARE SUBJECT TO A SERVICE CHARGE OF 1 1/2% PER MONTH, NOT TO EXCEED THE MAXIMUM RATE ALLOWED BY LAW. ALL SERVICE CONTRACTS ARE SUBJECT TO SIEMENS MEDICAL SOLUTIONS USA, INC. TERMS AND CONDITIONS AS SET FORTH ON THE FRONT AND BACK OF THE SERVICE CONTRACT.

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

INVOICE

INVOICE NUMBER	95903290
INVOICE DATE	10/19/2013
CUSTOMER NO.	10182
OUR REFERENCE NO.	0035102960
DISTRICT	12

INVOICE ENCLOSED

BILL TO:
ST FRANCIS HOSPITAL
ATTN ACCTS PAYABLE
241 NORTH RD
POUGHKEEPSIE NY 12601

SOLD TO:
ST FRANCIS HOSPITAL
241 NORTH RD
POUGHKEEPSIE NY 12601

AGREEMENT NUMBER

35102960

PAGE 1 of 1

TERMS OF PAYMENT
Net 30 Days- Service

TAX STATE
NY

ITEM	DESCRIPTION/PURCHASE ORDER	TOTAL PRICE
0010	Functional Location: 400-196044 AXIOM Artis dTC ST FRANCIS HOSPITAL, 241 NORTH RD, POUGHKEEPSIE, NY 12601 Performance Top Gold Contract - AXA. Purchase Order No: 1262423 Contract Billing for Period 10/19/2013 through 11/18/2013 Serial number: 46231	7,691.58
	SUBTOTAL	7,691.58
	TAX	
	INVOICE TOTAL	7,691.58
	INVOICE BALANCE	7,691.58
<p>The customer is hereby informed that section 1128B(b) of the Social Security Act requires that discounts and other reductions in price or existence of discount programs be properly disclosed and reflected in the costs claimed or charges made by a provider under Medicare or a State Health Program.</p> <p>PLEASE DIRECT ANY INQUIRIES REGARDING THIS BILLING TO: 1-800-888-SIEM (or 7436) ATTN: Customer Administration. binortheast.healthcare@siemens.com</p>		

PLEASE REMIT TO:

Siemens Medical Solutions USA, Inc., PO Box 120001 - Dept. 0733, DALLAS, TX 75312-0733

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SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

INVOICE

INVOICE NUMBER	95915928
INVOICE DATE	11/19/2013
CUSTOMER NO.	10182
OUR REFERENCE NO.	0035102960
DISTRICT	12

INVOICE ENCLOSED

BILL TO:
ST FRANCIS HOSPITAL
ATTN ACCTS PAYABLE
241 NORTH RD
POUGHKEEPSIE NY 12601

SOLD TO:
ST FRANCIS HOSPITAL
241 NORTH RD
POUGHKEEPSIE NY 12601

AGREEMENT NUMBER

35102960

PAGE 1 of 1

TERMS OF PAYMENT Net 30 Days- Service	TAX STATE NY
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ITEM	DESCRIPTION/PURCHASE ORDER	TOTAL PRICE
0010	Functional Location: 400-196044 AXIOM Artis dTC ST FRANCIS HOSPITAL, 241 NORTH RD, POUGHKEEPSIE, NY 12601 Performance Top Gold Contract - AXA. Purchase Order No: 1262423 Contract Billing for Period 11/19/2013 through 12/18/2013 Serial number: 46231	7,691.58
	SUBTOTAL	7,691.58
	TAX	
	INVOICE TOTAL	7,691.58
	INVOICE BALANCE	7,691.58
<p>The customer is hereby informed that section 1128B(b) of the Social Security Act requires that discounts and other reductions in price or existence of discount programs be properly disclosed and reflected in the costs claimed or charges made by a provider under Medicare or a State Health Program.</p> <p>PLEASE DIRECT ANY INQUIRIES REGARDING THIS BILLING TO: 1-800-888-SIEM (or 7436) ATTN: Customer Administration. binortheast.healthcare@siemens.com</p>		

PLEASE REMIT TO:

Siemens Medical Solutions USA, Inc., PO Box 120001 - Dept. 0733, DALLAS, TX 75312-0733

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re: : Chapter 11
: :
ST. FRANCIS' HOSPITAL, : Case No. 13-37725
POUGHKEEPSIE, NEW YORK, *et al.*,¹ :
: (Jointly Administered)
Debtors. :
-----X

**NOTICE OF PROPOSED ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS**

NOTICE IS HEREBY GIVEN that on December 17, 2013, St. Francis' Hospital, Poughkeepsie, New York ("St. Francis") and its affiliated debtors, as debtors in possession (collectively, the "Debtors") filed a motion (the "Motion") for an order authorizing the Bid Procedures to be employed in connection with the proposed sale of substantially all of the estates' assets (the "Purchased Assets") free and clear of any and all liens, claims and encumbrances of any kind or nature whatsoever, all as more particularly set forth in a certain asset purchase agreement dated December 17, 2013 (the "Asset Purchase Agreement") executed by the Debtors and Health Quest Systems, Inc. (together with any designees or alternative successful bidder, the "Stalking Horse")².

PLEASE TAKE FURTHER NOTICE that, among other things, the Motion seeks authorization for the Debtors to potentially assume and assign certain executory contracts (the "Proposed Assigned Contracts")³, to the Stalking Horse free and clear of all liens, claims, encumbrances, and interests, all as more fully set forth in the Asset Purchase Agreement. The Motion and the Asset Purchase Agreement are available upon request from the undersigned.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Asset Purchase Agreement, the Motion, and this Court's Order approving Sale Procedures (the "Sale Procedures Order"), the Debtors hereby provide notice of their intent to potentially assume and assign the "Proposed

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number include: St. Francis' Hospital, Poughkeepsie, New York (8503), Saint Francis Home Care Services Corporation (3842), SFH Ventures, Inc. (0024), Saint Francis Health Care Foundation, Inc. (5066), and Saint Francis Hospital Preschool Program (1079).

² The proposed sale excludes certain estate assets, among other things, (a) cash and deposits; (b) accounts receivable; (c) avoidance actions; (d) all trade names; and (e) Debtors' provider numbers." (together, the "Excluded Assets").

³ This Notice shall not be deemed an admission that any contract constitutes an executory contract within the meaning of section 365 of the Bankruptcy Code, nor shall it obligate the Debtors to assume or assign any particular contract.

Assigned Contracts” identified on Exhibit A hereto, and to potentially assign such Proposed Assigned Contracts to the Stalking Horse, in connection with the proposed sale, and in accordance with the terms of the Asset Purchase Agreement. Pursuant to the Asset Purchase Agreement, the Stalking Horse shall pay any cure costs associated with the Proposed Assigned Contracts, which are to be assumed and assigned as a condition of the closing of the Asset Purchase Agreement.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the potential proposed assumption and assignment of any Proposed Assigned Contract to the Stalking Horse, or to the validity of the cure amount determined by the Debtors, as set forth on Exhibit A hereto, or to otherwise assert that any additional amounts, defaults, conditions, or pecuniary losses must be cured or satisfied under any of the Proposed Assigned Contracts, in order for such contract to be assumed and/or assigned (a “Cure Objection”) must (a) be in writing; (b) state the legal and factual basis for such objection; (c) comply with the Bankruptcy Rules and the Local Rules; (d) be filed with the Clerk of the Bankruptcy Court; and (e) be served on (i) bankruptcy counsel to the Debtors, Nixon Peabody LLP, 900 Elm Street Manchester, New Hampshire 03101, Attn: Daniel W. Sklar, Esq. and Nixon Peabody LLP, 437 Madison Avenue, New York, New York 10022, Attn: Christopher Desiderio, Esq.; (ii) counsel to Stalking Horse, Iseman, Cunningham, Riester & Hyde, LLP, 9 Thurlow Terrace, Albany, New York 12203, Attn: Robert H. Iseman, Esq.; and (iii) the Notice Parties as set forth in the Motion (collectively, the “Service Parties”), so as to be received no later than 5:00 p.m. (Prevailing Eastern Time), on January 14, 2014 (the “Cure Objection Deadline”) if the Debtors receive no Expressions of Interest. In the event there is a timely and compliant Expression of Interest is received, the Cure Objection Deadline will be February 11, 2014 at no later than 5:00 p.m. (Prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that unless a Cure Objection is filed and served by a party to a Proposed Assigned Contract, or a party interested in a Proposed Assigned Contract, by the Cure Objection Deadline, all interested parties who have received actual notice of the proposed assumption and assignment of such contract shall be deemed to have waived and released any right to assert a Cure Objection and shall be deemed to have consented to the potential assignment, and shall be forever barred and estopped from asserting or claiming against the Debtors, the Debtors’ estates, the Stalking Horse, or any other assignee of the relevant assigned contract that additional amounts are due or defaults exist or conditions to assignment must be satisfied under the Proposed Assigned Contract for the period prior to the closing of the sale.

PLEASE TAKE FURTHER NOTICE that any objection not filed and served strictly in compliance with this notice shall be overruled, and any party to any Proposed Assigned Contract (other than the Debtors assuming and assigning such contract) that does not object to the potential assumption and assignment of such Proposed Assigned Contract strictly in accordance with the Sale Procedures Order shall be deemed to have given the consent contemplated by Bankruptcy Code Section 365(c)(1)(B) and 365(f)(1) to the potential assumption and assignment of such Proposed Assigned Contract pursuant to the Asset Purchase Agreement or an alternative purchase agreement with a successful bidder.

PLEASE TAKE FURTHER NOTICE that hearings with respect to Cure Objections may be held at the Sale Hearing, or at such other date as the Court may designate, provided that if the subject Proposed Assigned Contract is assumed and assigned, the cure amount asserted by the objecting party (or such lower amount as may be fixed by the Court) shall be deposited with and held in a segregated account by the Debtors or such other person as the Court may direct pending further order of the Court or mutual agreement of the parties.

PLEASE TAKE FURTHER NOTICE that upon assignment, the Proposed Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of, the assignee, in accordance with their respective terms, notwithstanding any provision in such Proposed Assigned Contract which prohibits, restricts or conditions such assignment or transfer. Upon assignment, the assignee is assuming all liabilities arising under the Proposed Assigned Contract on or after the effective date of assignment, and the Debtors and their estates shall be relieved from any liability for any breach of any Proposed Assigned Contract after such assignment to and assumption by the assignee on such date.

Any questions concerning the intended sale should be addressed to the undersigned.

Dated: December 27, 2013
New York, New York

/s/ Christopher M. Desiderio

Daniel W. Sklar
Christopher M. Desiderio
NIXON PEABODY LLP
437 Madison Avenue
New York, NY 10022
Telephone: (212) 940-3000
Facsimile: (212) 940-3111

*Proposed Counsel to the Debtors
and Debtors in Possession*

EXHIBIT A

In Re: St. Francis' Hospital, Poughkeepsie, New York, et al.
Case Nbr 13-37725 Jointly Administered

Counterparty	Contract Number/ Department/ Debtor Entity	Type of Agreement/ Description	Effective Date/ Start Date/ Expire Date	Cure Amount
1 SIEMENS MEDICAL SOLUTIONS HEALTH SERVICES CORP 186 WOOD AVE SOUTH ISELIN, NJ 08830	1001.812C CARDIAC CATHETERIZATION PROGRAM SAINT FRANCIS HOSPITAL	EQUIPMENT SUPPORT & SERVICE AGREEMENT SCOPE OF SERVICE: ANGIO SURGICAL C-ARM EQUIPMENT SUPPORT & SERVICE	10/19/2008 N/A 12/31/2013	

Total Cure Amount for Counterparty:

33454651006049
SIEMENS MEDICAL SOLUTIONS HEALTH SERVICES CORP
186 WOOD AVE SOUTH
ISELIN, NJ 08830